



CJ-11-8181
Dixon

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

DEREK LOWDER, individually,

Plaintiff,

v.

LIBERTY MUTUAL,
LIBERTY MUTUAL INSURANCE,
LIBERTY MUTUAL FIRE INSURANCE
COMPANY,

Defendants.

CJ -2011-81814

Case No.:

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

OCT 28 2011

PATRICIA PRESLEY, COURT CLERK

by _____
DEPUTY

PETITION

COMES NOW the Plaintiff, **Derek Lowder**, and for his causes of action against Defendants, **Liberty Mutual, Liberty Mutual Insurance, and Liberty Mutual Fire Insurance Company** (hereinafter collectively referred to as "Defendants Liberty Mutual") hereby alleges and states as follows:

1. That Plaintiff **Derek Lowder** is a resident of Oklahoma County, State of Oklahoma
2. That Defendants **Liberty Mutual** is incorporated under the laws of the State of Massachusetts and is licensed to and does conduct business in the State of Oklahoma.
3. Due to their association and organization, Defendants **Liberty Mutual** are each liable for the actions of the others and/or their affiliated companies.
4. The events which give rise to the suit occurred in Oklahoma County, Oklahoma.
5. Venue is proper under 12 O.S. §§ 137, 187.

FIRST CAUSE OF ACTION

6. That on or about the 2nd day of February, 2010, in Oklahoma City, Oklahoma, Plaintiff Derek Lowder was driving a 2008 Black and White Dodge Charger and was parked on the outside shoulder of Interstate 44. Plaintiff was operating his vehicle in a reasonable and prudent manner. TJay G. Queen was traveling eastbound on Interstate 44 when he fell asleep and drifted off the roadway and collided with Plaintiff's vehicle causing injuries to Plaintiff. At the time of the accident, Plaintiff was insured for uninsured/underinsured motorist coverage under a policy of insurance written by Defendants Liberty Mutual and Plaintiff filed a claim for UIM benefits.

7. As an insured, Plaintiff is entitled to timely payment of policy benefits including, but not limited to, uninsured/underinsured motorist coverage. Plaintiff has placed Liberty Mutual on demand to pay the policy limits as Plaintiff's damages exceed the policy limits of the tortfeasor and Liberty Mutual has failed to make the payment.

8. Defendants Liberty Mutual have failed to make timely payment of uninsured/underinsured motorist coverage and as such, have breached the contract of insurance.

9. Defendants Liberty Mutual have a duty to deal fairly and in good faith with Plaintiff and have unreasonably failed to deal fairly with their own insured breaching their duty to deal fairly and in good faith by failing to timely, properly, fully, and reasonably investigate the facts of the accident and reasonably evaluate and pay Plaintiff's claim.

10. As a result of Defendants' Liberty Mutual failure to deal fairly and in good faith with Plaintiff, Plaintiff suffered damages, including, but not limited to mental anguish and emotional distress and other and further damages that the court and jury may award potentially in excess of \$75,000.

11. The actions of Defendants Liberty Mutual during the handling of Plaintiff's claim demonstrate they intentionally, and with malice, breached their duty to deal fairly and in good faith. The actions of Defendants Liberty Mutual were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. Plaintiff therefore, seeks punitive damages.

12. As a result of Defendants Liberty Mutual's negligence, Plaintiff suffered damages in an amount potentially in excess of \$75,000.00.

WHEREFORE, Plaintiff prays for judgment against the Defendants in an amount potentially in excess of \$75,000.00 for compensatory damages and punitive damages, together with attorney's fees, costs of this action, interest, and for such other relief as the court may deem just and proper.

ATTORNEYS' LIEN CLAIMED

Respectfully Submitted,

HOMSEY, COOPER, HILL & CARSON

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